

RESOLUTION NO. 3197

BE IT RESOLVED BY THE ALBANY CITY COUNCIL that it does hereby accept the following easement:

Grantor

Richard A. Boudreau

Purpose

a fifty-foot wide permanent public utility easement across Boudreau's private extension of Kouns Drive NW.

DATED this 2 day of September, 1992.



Mayor

ATTEST:



Deputy City Recorder

M-153838-92

EASEMENT FOR PUBLIC UTILITIES

Return to: City of Albany - Recorder
P.O. Box 490, Albany, OR 97321

THIS AGREEMENT, made and entered into this 23rd day of August, 1992, by and between RICHARD A. BOUDREAU, herein called Grantors, and the CITY OF ALBANY, a Municipal Corporation, herein called "City."

WITNESSETH:

That for and in consideration of the total compensation to be paid by the City, the grantors have this day bargained and sold and by these presents do bargain, sell, convey, and transfer unto the City of Albany, an easement and right-of-way, including the right to enter upon the real property hereinafter described, and to maintain and repair public utilities for the purpose of conveying public utilities services over, across, through, and under the lands hereinafter described, together with the right to excavate and refill ditches and/or trenches for the location of the said public utilities and the further right to remove trees, bushes, under-growth, and other obstructions interfering with the location and maintenance of the said public utilities.

This agreement is subject to the following terms and conditions:

1. The right-of-way hereby granted consists of:

A fifty-foot wide permanent public utility easement across that parcel described in M-112600-89, Benton County Deed Records, said easement being shown as "Access Easement" on Benton County Survey No. 9369, and being more particularly described as follows :

Beginning at a point 601.51 feet South 00° 12' 54" West and 460.11 South 84° 16' 09" West from the Northeast corner of Section 3, Township 11 South, Range 4 West, Willamette Meridian, Benton County, Oregon; running thence South 84° 16' 09" West 26.14 feet to a 5/8 inch rod; thence North 78° 56' 49" West 50.02 feet to a 5/8 inch rod; thence along the arc of a 685.00 foot radius curve to the right (the chord of which bears North 19° 44' 44" East 206.79 feet) a distance of 207.59 feet to a 5/8 inch rod; thence along the arc of a 125.00 foot radius curve to the right (the chord of which bears North 58° 54' 13" East 126.80 feet) a distance of 132.98 feet to a 5/8 inch rod; thence North 89° 22' 49" East 101.68 feet to a 5/8 inch rod; thence South 3° 13' 27" West 50.11 feet to a 5/8 inch rod; thence South 89° 22' 49" West 98.32 feet to a 5/8 inch rod; thence along the arc of a 75.00 foot radius curve to the left (the chord of which bears South 58° 54' 13" West 76.08 feet) a distance of 79.79 feet to a 5/8 inch rod; thence along the arc of a 635.00 foot radius curve to the left (the chord of which bears South 20° 59' 20" West 164.41 feet) a distance of 164.88 feet; thence South 78° 56' 49" East 25.02 feet; thence South 12° 42' 49" West 20.00 feet to the POINT OF BEGINNING.

Containing 0.480 acres, more or less.

- 2. The permanent easement described herein grants to the City, and to its successors, assigns, authorized agents, or contractors, the perpetual right to enter upon said easement at any time that it may see fit, for construction, maintenance, evaluation and/or repair purposes.
- 3. The easement granted is in consideration of \$1.00 and in further consideration of the public improvements to be placed upon said property and the benefits grantors may obtain therefrom.
- 4. The Grantors do hereby covenant with the City that they are lawfully seized and possessed of the real property above described and that they have a good and lawful right to convey it or any part thereof and that they will forever warrant and defend the title thereto against the lawful claims of all persons whomsoever.
- 5. Upon performing any maintenance, the City shall return the site to original or better condition.

6. No permanent structure shall be constructed on this easement.

IN WITNESS WHEREOF, the Grantors have hereunto fixed their hands and seals the day and year above written.

GRANTOR: *Richard A. Boudreau*
RICHARD A. BOUDREAU

STATE OF OREGON)
County of Linn) ss.
City of Albany)

The foregoing instrument was acknowledged before me this 22 day of August, 1992, by grantor(s) as his voluntary act and deed.

Nicola Barnett
Notary Public for Oregon

My Commission Expires: 9-25-93

CITY OF ALBANY:

STATE OF OREGON)
County of Linn) ss.
City of Albany)

I, Steve Bryant as City Manager of the City of Albany, Oregon, pursuant to Resolution Number 3197, do hereby accept on behalf of the City of Albany, the above instrument pursuant to the terms thereof this 18th day of September, 1992.

Steve Bryant
City Manager

ATTEST:

Marn C. Withrow
Deputy City Recorder

STATE OF OREGON }
COUNTY OF BENTON } **142731**

I HEREBY CERTIFY THAT THE WITHIN INSTRUMENT WAS RECEIVED FOR RECORD

'92 SEP 17 AM 8 26

AND ASSIGNED N^o 153838 1992

IN THE MICROFILM RECORDS OF BAID COUNTY
WITNESS MY HAND AND SEAL OF COUNTY AFFIXED

DANIEL G. BURK
DIRECTOR OF RECORDS & ELECTIONS
BY *Daniel G. Burk* DEPUTY

Resolution No. 3197

Recorded Document Recorder File No. 2233